

SUB-CONTRACT

Between

SHELBY COUNTY GOVERNMENT

ON BEHALF OF

MEMPHIS-SHELBY COUNTY HEALTH DEPARTMENT

And

MEMPHIS HEALTH CENTER, INC.

For

SUPPLEMENTAL FOOD PROGRAM

FOR

WOMEN, INFANTS, AND CHILDREN

October 1, 2007 Thru September 30, 2009

SUB-CONTRACT

Between

SHELBY COUNTY GOVERNMENT

ON BEHALF OF

MEMPHIS - SHELBY COUNTY HEALTH DEPARTMENT

And

MEMPHIS HEALTH CENTER, INC.

For

Women, infants & Children Supplemental Food Program

This sub-contract is entered into by and between Shelby County Government on behalf of the MEMPHIS & SHELBY COUNTY HEALTH DEPARTMENT, hereinafter referred to as the DEPARTMENT, and MEMPHIS HEALTH CENTER, INC., hereinafter referred to as the CONTRACTOR.

AUTHORITY:

WHEREAS, the Women, Infants, and Children (WIC) Program is a special supplemental food program administered by the U.S. Department of Agriculture through grants to state health departments, the purpose of which is to provide specific nutritious food to low income women, infants and children who are determined to be income eligible and at nutritional risk; and

WHEREAS, this program in accordance with the regulations set forth by the United States Department of Agriculture, 7 CFR Parts 246, 247 and 250 and any amendments thereto.

WHEREAS, The Tennessee Department of Public Health is charged with the responsibility of carrying out programs and accepting monies in accordance with the terms and conditions of the Acts of Congress, including in the protection of mothers and infants, as authorized at T.C.A. - 68-1-106; and

WHEREAS, county or municipal health departments have the power to enter into agreements, contracts, or arrangements with governmental entities or other persons as necessary or appropriate to assist the county health department in carrying out its duties and functions (Tennessee Code Annotated Section 68-2-607); and,

WHEREAS, the Tennessee Department of Health is the lead government agency of WIC services in Tennessee; and has contracted with the DEPARTMENT as the lead agency in Memphis & Shelby County; and

WHEREAS, as the lead agency for WIC Services in Memphis & Shelby County the DEPARTMENT is responsible and accountable for carrying out the basic functions of the State program as mandated by federal regulations; and

WHEREAS, CONTRACTOR is a not-for-profit corporation pursuant to Internal Revenue Section 501(c)(3); and,

WHEREAS, it is the desire of the DEPARTMENT to enter into contractual agreements with other agencies for the purpose of obtaining assistance in carrying out these functions in Memphis & Shelby County;

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract according to the provisions set out herein;

I. SCOPE OF SERVICES:

A. The CONTRACTOR agrees to:

1. Determine WIC eligibility, which is performed by the competent professional authority on the staff of Memphis health Center, Inc. as identified in Federal Regulations 7 CFR Part 246.7 and 7 CFR Part 247.7,
2. Refer participants for other appropriate health services, based on individual need, which may be available at the same clinic or through other health care providers,
3. Provide nutrition education and breastfeeding promotion services according to the FY 2007 Tennessee Supplemental Food Programs State Plan of Operation, and in accordance with Federal Regulation 7 CFR Part 246.11 and 7 CFR Part 247.8,
4. Report on a timely basis all required fiscal and program information required by the Federal Regulations,
5. Maintain complete, accurate, documented and current accounting of all WIC program funds received and expended, in accordance with Federal Regulations 7 CFR Part 246.14 and 7 CFR Part 247.9 and 247.11,
6. Maintain files for review, audit and evaluation of all criteria used for certification, including information on the area served, income standards used, and specific criteria used to determine nutritional risk, according to the FY 2007 Supplemental Food Programs State Plan of Operation, and in accordance with

Federal Regulations 7 CFR Part 246.7 and 7 CFR Part 247.7,

7. Comply with all the fiscal and operational requirements pursuant to the United States Department of Agriculture Food and Nutrition Service guidelines and instructions, and in accordance with Federal Regulations 7 CFR Part 246.12, 246.13, 246.14, 246.24 and 7 CFR 247.4, 247.9, 247.11, 247.13 and 247.14,
8. Coordinate outreach to inform eligible persons of the availability of WIC Program benefits.
9. Collect hematological and anthropometric measurements to determine whether the WIC program improves the health of the participants following instructions from the Center for Disease Control, Atlanta, Georgia,
10. Expend grant funds in a manner consistent with the FY 2007 Tennessee Supplemental Food Programs State Plan of Operation for nutrition education or any local plan approved in accordance with FY 2007 Tennessee Supplemental Food Programs State Plan of Operation. Said plan is made a part of this Contract and is incorporated herein by reference as fully as if reproduced herein verbatim,
11. Take corrective action for deficiencies noted during monitoring visits and reviews of program operations to assure compliance with program criteria as established by Federal/ State and/or Local program officials,
12. Maintain daily time and activity report of personnel time spent on program activity or equivalent records in compliance with OMB Circular A-87 to support equitable distribution of time and effort,
13. Assist the Department through completing necessary forms and record-keeping activities related to patient services to provide comprehensive Well Child and Women's Health Services in the integrated clinic setting.
14. Maintain personnel files to assure that nutritionist employed or funded by this contract meets the State personnel job specifications for each job title,
15. Submit to the Department any request for WIC services sites other than those listed and approved in the following and have written approval prior to the opening of such sites. 360 E.H. Crump is the

approved WIC site for Memphis Health Center, Inc.

16. Maintain an average monthly participation of 1,250 women, infants and children based on an historical active participation during the months October 2007 thru June 2008.

II. COMPENSATION:

A. GENERAL CONDITIONS:

1. If federal funds are used to support this contract, the CONTRACTOR shall comply with all applicable federal statutes and regulations in the performance of his duties under this contract.
2. The CONTRACTOR'S accounting records must be closed out at the end of the contract period in such a way that no reimbursable expenditures or revenue collections are carried forward.
3. The expenditure of funds made available through this contract must adhere to the line of items in the attached budget, which is prepared by the contractor and approved by the DEPARTMENT. The CONTRACTOR may request a budget revision to the contract budget by letter, giving full details supporting such request. Such adjustment may not be made without prior approval of the DEPARTMENT.

B. EXPENDITURE REPORTS:

The CONTRACTOR shall submit expenditure reports 30 days following the end of each monthly reporting period, and a final expenditure report within 30 days following the end of the contract period. The DEPARTMENT will not be responsible for the payment of claims that are submitted later than the 30 days required for the monthly and final expenditure reports, respectively. The final expenditure report will also be accompanied by an inventory control report of equipment purchased by the CONTRACTOR.

C. REIMBURSEMENTS:

1. The DEPARTMENT shall reimburse the CONTRACTOR for actual expenditures incurred in performance of this contract, which are allowable and in accordance with the line item budget attached hereto and made a part hereof as Exhibit A.

2. Reimbursement shall be made on a monthly basis upon receipt of a certified statement of expenditures, which shall be submitted by the CONTRACTOR. No reimbursement for equipment will be made until the CONTRACTOR has provided the appropriate documentation to the DEPARTMENT as detailed in paragraph E..
3. The CONTRACTOR may request an advance of funds based upon supporting information submitted to the DEPARTMENT and approved by its Fiscal Office. If total payments made by the DEPARTMENT exceed qualifying expenditures, the CONTRACTOR shall refund to the DEPARTMENT the difference.
4. Compensation to the CONTRACTOR for travel, meals and/or lodging shall be in the amount of actual cost to the CONTRACTOR, subject to maximum amounts and limitations specified in the State Comprehensive Travel Regulations as they may be from time to time amended.

D. PROCUREMENTS:

1. The CONTRACTOR shall obtain prior approval from the DEPARTMENT before purchasing any equipment under this contract.
2. If the other terms of this contract allow reimbursement for the cost of procuring goods, materials, supplies, equipment or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to the CONTRACT'S compliance with applicable federal procurement requirements, and the determination of costs shall be governed by the cost principles set forth in Title 48 of the Code of Federal Regulations, Chapter 1, Part 31, Subpart 31.2 through Subpart 31.7, relative to public contracts and property management.

E. PROPERTY ACCOUNTABILITY AND SECURITY AGREEMENT:

The CONTRACTOR agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this grant. A Motor Vehicle is a "motor vehicle" or a "motorcycle" as defined at TCA section 55-1-103 (c) and (d). Equipment is those goods or articles of personal property defined at TCA section 47-9-109 (2).

- a. The CONTRACTOR shall maintain a perpetual inventory

system for all equipment purchased with contract funds and shall submit an inventory control report, which must include, at a minimum, the following:

1. Description of the equipment;
 2. Manufacturer's serial number or other identification number, when applicable;
 3. Consecutive inventory equipment tag identification number;
 4. Acquisition date, cost and check number;
 5. Fund Source; DEPARTMENT contract number of other applicable fund source ID;
 6. Percentage of contract funds applied to the purchase;
 7. Location within the CONTRACTOR'S operations where the equipment is utilized;
 8. Condition of the property or disposition date if CONTRACTOR is no longer in possession of the property;
 9. Depreciation method, if applicable
 10. Monthly depreciation amount, if applicable.
- b. The CONTRACTOR shall tag equipment with an identification number, which is cross-referenced to the equipment item on the inventory control report.
- c. Equipment must be inventoried annually. The results of the inventory must be compared to the inventory control report and any differences must be investigated. The inventory control report must then be adjusted to reflect the results of the physical inventory and subsequent investigation.
- d. The CONTRACTOR shall notify the DEPARTMENT in writing, of any equipment loss describing reason(s) for the loss.
- e. The CONTRACTOR shall submit its inventory control report of all equipment purchased with this grant with the final expenditure report as required in Section II.B of this contract. This inventory control report shall contain, at a minimum, the requirements specified above

for inventory control.

- f. The CONTRACTOR shall take legal title to all equipment purchased, subject to DEPARTMENT equitable interest therein, to the extent of its prorated share, based upon the contract's contribution to purchase price.
- g. The CONTRACTOR shall request written approval from DEPARTMENT for any proposed disposition of equipment purchased with contract funds.
- h. Upon termination of grant, where a further contractual relationship is not entered into, all equipment, shall revert to the DEPARTMENT/STATE.

F. GENERATED INCOME:

- 1. The resources, including any third party revenues, made available through this contract shall be used exclusively for the purposes specified in this contract and addenda or amendments, which may from time to time be added and made a part of this contract.
- 2. Any income generated by, or received for, this contract and collected by the CONTRACTOR shall be reported to the DEPARTMENT and utilized to offset authorized contract expenditures.
 - a. If the CONTRACTOR fails to generate those third party revenues budgeted as funding source for this contract, then the amount of funds payable to the CONTRACTOR shall be reduced by the unearned amount.
 - b. The CONTRACTOR may initiate a written request for a budget revision to program generated income earned in excess of that budgeted, subject to the following conditions:
 - 1. The revision is necessary for attaining or enhancing the contract goals, and
 - 2. The CONTRACTOR has requested and received the prior written approval of the DEPARTMENT.

Unless such revision is approved by the DEPARTMENT a corresponding reduction in payments by the DEPARTMENT will be made to offset the over all collections.

G. INDIRECT COST:

1. Should the CONTRACTOR request reimbursement for indirect cost, the CONTRACTOR must submit to the DEPARTMENT a copy of the indirect cost rate approved by the prime sponsor of the CONTRACTOR. The CONTRACTOR will be reimbursed indirect cost as detailed in the attached budget and as substantiated by the approved indirect cost rate. Once the CONTRACTOR makes an election and treats a given cost as direct or indirect it must apply that treatment consistently and may not change during the fiscal year contract period.
2. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final the CONTRACTOR agrees to remit any overpayment of funds to the STATE, and subject to the availability of funds the STATE agrees to remit any underpayment to the CONTRACTOR.

H. LIMIT OF LIABILITY:

In no event shall the liability of the DEPARTMENT or the expenditures or obligations incurred during the period from October 1, 2007 to September 30, 2009, under this contract exceed \$194,260.00. This contract is subject to the allotment and availability of State and Federal funds to finance the contract activity.

III. ESSENTIAL TERMS AND CONDITIONS:

A. ASSURANCES:

1. No person on the ground of handicap, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee state constitutional and/or statutory law will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the CONTRACTOR. The CONTRACTOR shall upon request show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.

2. The CONTRACTOR, being an independent contractor and not an employee or agency of the DEPARTMENT agrees to provide evidence of the following insurance coverage:
- a. The contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the contractors operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the contractor or subcontractor may be liable.
 - b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. All policies will provide for 30-day notice to Shelby County Government of cancellation or alteration in coverage. The contractor will maintain throughout the life of this contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
 - c. Workers Compensation coverage, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute.
 - d. Commercial General Liability Coverage with minimum limits of \$1,000,000 per occurrence/\$2,000,000 annual aggregate premises/operations coverage, \$2,000,000.00 annual aggregate products/completed operations. Shelby County Government, its elected officials, appointees and employees will be named as additional insured.
 - e. Professional Liability (Medical Malpractice) **in** a minimum limit of \$1,000,000 per claim, \$3,000,000 annual aggregate covering the contractor and each employee. If coverage is written on claims made basis, in the event of cancellation, the contractor shall purchase an extended reporting period for claims, or else purchase new coverage with a retroactive date to cover the dates of this contract.

The certificate holder is to read:
Shelby County Government
Purchasing Department
160 N. Main, Suite 1109

Memphis, TN 38103

- f. The DEPARTMENT shall have no liability except as specifically provided in this contract.
 - g. CONTRACTOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- 3. The CONTRACTOR warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the DEPARTMENT or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this contract.
 - 4. The CONTRACTOR shall comply with 29 USC 701 et seq. (Employment of the Handicapped), 42 USC 12101 et seq. (Americans with Disabilities Act, PUB. L. 101-336) and all other applicable federal regulations in the performance of its duties under this contract.
 - 5. Public Accountability. If this Grant involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign at least twelve inches (12") high and eighteen inches (18") wide stating:

NOTICE:

THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE:

1-800- 232-5454

Said sign shall be displayed in a prominent place, located near the passageways(s) through which the public enters in order to receive

Grant supported services.

APPLICABLE X yes _no

6. Lobbying The Grantee certifies, to best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal Grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included **in** the award documents for all subawards at all tiers (including subgrants, subcontracts, and contracts under Grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.
7. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee concerning activities funded by this Grant shall include the statement, "This project is funded under an agreement with Tennessee Department of Health."
8. Licensure. The Grantee and its employees and all subcontractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in

which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, prominent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.

10. Activities Consistent with Grant. Neither the Grantee nor any of its subcontractors or subgrantees shall condone activities or do anything inconsistent with the stated purpose of this Grant.

B. RECORDS AND REPORTS:

1. The CONTRACTOR shall maintain documentation for all charges against the DEPARTMENT under this contract. The books, records and documents of the CONTRACTOR, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency or the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the accounting manual for recipients of grant funds in Tennessee. The financial statements shall be prepared in accordance with generally accepted accounting principles.
2. The CONTRACTOR shall prepare an annual report of its activities funded under this contract, including audited financial statements and submit, within nine months after the close of the reporting period, a copy of such report to the DEPARTMENT. The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the CONTRACTOR and the independent public accountant shall be on a contract form prescribed by the Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Comptroller of the Treasury, State of Tennessee. Said audit shall include and be combined with an audit of all other programs of the CONTRACTOR. The existence of more than one contract between the CONTRACTOR and any agency of the State of Tennessee shall not necessitate more than an audit prepared by the

Comptroller of Treasury, and the payment of fees for the audit prepared by the licensed independent public accountant by the CONTRACTOR shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the Department of Health and the Comptroller of the Treasury, and shall be made available to the public.

3. The CONTRACTOR shall, as requested, submit brief periodic progress reports to the DEPARTMENT.
4. The CONTRACTOR shall maintain strict confidentiality of patient medical records and other similar records in accordance with State and Federal law and established ethical standards.

C. ASSIGNMENT AND SUBCONTRACTING:

The CONTRACTOR shall not assign this contract or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the DEPARTMENT.

D. AMENDMENT AND TERMINATION:

1. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate state official(s).
2. This contract may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of such termination. In that event, the CONTRACTOR shall be entitled to received just and equitable compensation for any satisfactory authorize work completed as of the termination date.
3. If the CONTRACTOR fails to fulfill in timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the terms of this contract, DEPARTMENT shall have the right to immediately terminate this contract and withhold payments in excess of fair compensation for work completed, and to require the CONTRACT to repay to the DEPARTMENT any funds expended in contravention of such conditions.
4. This contract is subject to annual appropriation of funds by the State of Tennessee. In the event funds are not appropriated for any fiscal period, this contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

E. PRINTING AND PUBLICATIONS:

If this contract involves or may involve the printing of any publication coming within the jurisdiction of the publications committee as provided by T.C.A. 12-7-102, the CONTRACTOR agrees that no publication shall be printed unless a printing authorization number has been obtained and affixed as required by T.C.A. 12-7-103 (d).

F. CONTRACT PERIOD:

1. This agreement will begin October 1, 2007 and shall extend through September 30, 2009 with the option to renew for two (2) consecutive one (1) year periods upon mutual written consent of both parties. No guarantee of funding to MEMPHIS HEALTH CENTER, INC. is made by the GRANTOR for any second or third year period of this agreement.
2. This contract shall not be binding upon the parties until it is approved by the DEPARTMENT and its officials and a copy of said approved contract sent to the CONTRACTOR.

G. GENERAL COMPLIANCE WITH LAWS

This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract, Memphis Health Center, Inc. agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

H. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part thereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

I. WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

J. WORKER'S COMPENSATION

CONTRACTOR will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.

K. WAIVER OF PROPRIETARY INTEREST

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by MEMPHIS HEALTH CENTER, INC. due to services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

L. ORGANIZATION STATUS & AUTHORITY

Organizational Status. MEMPHIS HEALTH CENTER, INC. represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

Power and Authority. The execution, delivery and performance of this Contract by the MEMPHIS HEALTH CENTER, INC. has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of MEMPHIS HEALTH CENTER, INC. any provision of any indenture, agreement or other instrument to which MEMPHIS HEALTH CENTER, INC. is a

party, or by which MEMPHIS HEALTH CENTER, INC. 's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result **in** the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

M. HIPPA

Provider warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and its accompanying regulations, and will comply with all applicable HIPPA requirements in the course of this Contract. PROVIDER warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPPA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPPA and its regulations. PROVIDER will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPPA, including, but not limited to, business associate agreements.

N. Notices

Any notices required to permitted to be given under the terms of this contract shall be effective only if in writing and delivered either in person to the County's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party my designate in writing and deliver as herein provided:

COUNTY: Memphis & Shelby County Health Department
Attn: Johnathan Russell
814 Jefferson Ave.
Memphis, TN 38105

And

Shelby County Government
Contracts Administration
160 N. Main St., Suite 550
Memphis, TN 38103

VENDOR: Memphis Health Center, Inc.
Attn: William L. Jackson, CEO
360 E.H. Crump Blvd.
Memphis, TN 38126

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

MEMPHIS HEALTH CENTER

SHELBY COUNTY GOVERNMENT

By: _____
William H. Jackson
Chief Executive Officer

By: _____
A C Wharton, Jr., Mayor

Date: _____

Date: _____

**MEMPHIS & SHELBY COUNTY
HEALTH DEPARTMENT**

APPROVED:

By _____
Yvonne S. Madlock, Director

By _____
Contract Administrator/
Assistant County Attorney

Date: _____

Date: _____

**TENNESSEE DEPARTMENT OF HEALTH
AND ENVIRONMENT**

By _____
Yvonne S. Madlock
Regional Director

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

EXHIBIT A
BUDGET SUMMARY PAGE 1 OF 4

WIC

Memphis Health Center, Inc
PROGRAM AREA

CONTRACTOR

OCTOBER 01, 2007 — SEPTEMBER 30, 2008
CONTRACT PERIOD

EXPENSES BY OBJECT	TOTAL PROJECT	CONTRACTOR PARTICIPATION	CONTRACT AMOUNT
SALARIES (Attach Details)	81,259		81,259
BENEFIT (16%)	17,064	4,063	13,001
SUB-TOTAL PERSONNEL	98,323		94,260
PROFESSIONAL/CONTRACT SERVICE	11,000	11,000	
EQUIPMENT (Attach Detail)			
I N D I R E C T COST/ADMINISTRATIVE PERCENTAGE () BASE			
Other - As detailed below SUB-TOTAL	10,800	10,800	
TOTAL BUDGET	120,123	25,863	94,260
(Detail of Other)			
TRAVEL			
PRINTING/DUPLICATING	250		
COMMUNICATIONS	150		
MAINTENANCE			
SUPPLIES			
RENTAL/INSURANCE	10,400		
TRAINING			
IN-KIND	10,800		

**WIC SUBCONTRACT
BETWEEN
MEMPHIS HEALTH CENTER, INC.
AND
MEMPHIS/SHELBY COUNTY HEALTH DEPARTMENT**

BUDGET THROUGH:
October 1, 2007 — September 30, 2008

Personnel Back-Up

Employee Name:	<u>Lucille Pope Nutritionist</u>	
Classification:	<u>12</u> Percentage <u>1 00</u> %	
Months Worked:		
Employee Name:	<u>Alfreda Weeks Dietetic Technicians</u>	<u>12</u> Percentage <u>100</u>
Classification:	<u>%</u>	
Months Worked:	<u>at_h_e_.1—s-tape is</u>	Salary: <u>\$35,000</u>
Employee Name:	<u>12</u> Percentage <u>100</u> %	
Classification:		
Months Worked:	<u>_____</u>	Salary: <u>\$25,292.80</u>
Employee Name:	<u>_____</u> Percentage <u>_____</u>	
Classification:	<u>_____</u>	
Months Worked:	<u>_____</u>	Saiasy: <u>\$20,966.40</u>
Employee Name:	<u>_____</u> Percentage <u>_____</u>	<u>_____</u>
Classification:		
Months Worked:		Salary: <u>_____</u>
		Salary: <u>_____</u>
	TOTAL	<u>\$81,259.20</u>

Professional Services

WIC exams provided by nursing staf^f, substantiated by month time study.
Average 916 . 67 per month \$11,000.00
(\$916.67)